S. Bijapur 5/51

1951.

File No.

K

Examined

Legal DEPARTMENT

E BRANCH

Subject:— Suits: Bijapur.

In the Court of the Civil Judge (S.D.), Bijapur

- Civil Suit No. 301 of 1950.

The Eleban Cooperative Bank, Ltd., Muddebihal - Plff.

Vs.

The State of Bombay & others - Defts.

P.H.7
(E-K)

File No. S. Bijapur 5/51.

Bad Secrt. Slip 24-B

C O N T E N T S.

Legal Department File No. S. Bijapur 5/51.

Sr.No.	R.I./O.No.	Subject	Pages.

Suits Bijapur

C. S. No. 301 of 1950

The Urban Co-operative Bank Ltd.

Vs.

State of Bombay and others.

Re: For recovery of Rs 610-8-0 together with future interest at the rate of 12 per cent per annum with costs.

1-58

/5 #

Civil Suit No. 301 of 1950.

In the Court of Civil Judge, Sr.Dn.,

Bijapur.

---

1. The urban Co-operative Bank Ltd., Muddebihal by its ~~sub-treasury~~ Secretary, Pandurang Hanamant Saraf Age, 45, occupation, private service, residence, Muddebihal ---- Plaintiff.

Vs.

1. The state of Bombay.

2. Laxmanrao R.Naik, age 34, Occupation, Mamlatdar, residence, Shahapoor, District, Belgaum.

3. Chanbasappa Fakirappa Halakurki. Age, 45, Occupation, Treasury Head Karkun, Bijapur. -- Defendents.

Claim Rs. 610-8-0.

For pleader's fees : Do.

Herein the above mentioned plaintiff begs to state as follows :-

(1) There exhists at Muddebihal the plff-Bank the Urban Co-operative Bank Ltd, of which Pandurang Hanamant Saraf is the secretary. The Bank obtained an arbiteration Award Decree No. A.B.N. 713/3 under the Bombay Co-operative Societies Act, 1935, -- against the persons viz, (1) Sidramappa and (2) Girimallappa father. Shivalingappa Kuntoji of Muddebihal, minors represented by their guardian mother Nilgangavva and some others. The Plff-Bank filed Darkhast No. 752 of 1945 in execution of the Decree on 4-12-1945 for the recovery of the decretal amount of Rs. 556-3-6 from the defendents (J.Ds).

(2) Mean-while one teacher society Bagewadi, had obtained a similar arbiteration No. A.B.N. 63211/~~40~~ 1936 against the said Sidramappa and Girimallappa for the recovery of the debts due from their deceased father Shivalingappa and applied in execution of the decree for sale of the house at Muddebihal, belonging to the judgement debtors and mortgage to the society

The house was actually sold in execution for Rs. 1600/- through the Mamlatdar of Muddebihal. After satisfaction of the decretal debt due to the -- teacher's society, Bagewadi out of the amount of Rs. 1600/- realised, there was a balance of Rs. 662-7-0 belonging to the judgment-debtors Sidramappa Etc, remaining with the defts Nos.2 & 3 in the Taluka Sub-Treasury at Muddebihal.

(3) Subsequently on 20-12-1945, the plff-Bank applied to the Civil Judge's court at Muddebihal for issue of a prohibitory order under order 21 Rule, 52 C.P.C. to the then Mamlatdar, Muddebihal not to pay the amount of Rs. 610/8/- remaining with him in the Sub-Treasury at Muddebihal, to the judgment debtor, Sidramappa and Girimallappa for any one on their behalf and also to the judgment debtors not to receive the amount. The prohibitory order was actually served on the Mamlatdar on 3-1-1946.

(4) The said amount of Rs. 610-8-0 was in the custody of then Mamlatdar, Muddebihal, on behalf of attaching Civil Court, Muddebihal, who intimated to the Mamlatdar that the said amount of Rs. 610-8-0 may be held subject to the further orders of the Court. The then Mamlatdar of the was transferred and his place was supplied by the present deft. No.2 as Mamlatdar, Muddebihal. It was the duty of deft. No.2. to hold the amount at the disposal of the Court and to pay the same when required into the attaching Court.

(5) In spite of the prohibitory order, the amount of Rs. 662-7-0 was paid to Nilgangavva Kom. Shivalingappa Kuntoji, the guardian mother of the Judgment debtors on behalf of the judgment debtors, illegally, on 26.2.1947. Though several communications were addressed by the plff-Bank to deft. No.2. or his successors, through the Civil Court, Muddebihal there was no response till

11.10.1948, when the plff-Bank came to know -- through the Civil Court, Muddebihal, that the amount ~~was~~ had been disbursed and nothing remained. The payment of the amount to the judgment debtors' guardian on behalf of judgment debtors by the deft. No. 2 & 3 was unauthorised and illegal. The deft No.2. was requested through the Collector of Bijapur to get the amount refunded and to forward the same to the Court. The final reply in this behalf was received from the Collector on 28.6.1949, informing the Court that the amount has already been paid to the widow of deceased Shivalingavva through mistake and the same may be recovered by the Court. It is not possible to recover the amount from the judgment debtors who are without means.

(6) The deft. No.3 was the officer in charge of the Sub-Treasury and has actually paid the amount. By the disbursement of the amount, the defts. Nos. 2 &3 have disobeyed the orders of the Court which is virtually the contempt of the Court. By the disbursement of the money the plff decree-holder is put to a heavy loss.

(7) The money was in the custody of Government and defts.Nos. 2 & 3 as its officers have paid the amount in contravention of the orders of the Civil Court. So, the defts. No. 1, 2 and 3 are liable to reimburse the money to the plff-decree holder and they have failed to do it. Hence this suit.

(8) The cause of action arose to the plff on 28th June 1949 ie.the date of the reply of the Collector of Bijapur, at Muddebihal.

(9) The cause of action having arisen within the jurisdiction of this Court, and the suit being against the State of Bombay, this Court has - jurisdiction to try this suit.

(10) The valuation of this suit is as follows :-

(a) For Court-fee : The amount of plff's claim

as mentioned in the prohibitory order is Rs. 610-8-0; and the court-fee is paid on this amount.

(b) The valuation of the suit for the purpose of Court's jurisdiction and the pleader's fees is the same.

(11) The requisite notice of the suit under Section 80 of the Civil Procedure Code has been served on the Collector of Bijapur on 19-12-1949. The copy of the said notice is produced herewith.

(12) The amount due from defts. is Rs. 610-8-0 and future interest therein at 12 per cent per annum.

(13) There seems to have passed some correspondance between the Mamlatdar, Muddebihal and the Collector about this and the latter officer made the reply to the Court ultimately on 28.6.1949, as stated above.

(14) The plff prays :-

The plantiff be awarded Rs. 610-8-0 - together with future interest at the rate of 12 per cent per annum and costs from the defts.

Dated :
2nd April 1950.

Sd/ P.H.Saraf
Plaintiff.

True - Copy.

Sd/ x x x
Pleader for the plaintiff.

I, Gandurang Hanamant Saraf, Secretary to the Urban Co-operative Bank, Ltd, Muddebihal the above named plaintiff hereby solemnly affirm that what is contained in paras 1 to 14 of the plaint is true to my personal knowledge information and belief.

Dated ;
2nd April 1950

Sd/ P.H.Saraf.
Plaintiff.

Filed in the Court on 13.4.1950.
Sd/ C.D.Araballi.
Pleader for the plaintiff.

5-19-3-17

The chronological statement of facts is also submitted herewith in triplicate. 17

(1) Shri. Shivalingappa Girimallappa Kuntoji a primary school teacher had drawn a loan in the Taluka Teachers Co-operative Society, Bagewadi.

(2) His house at Muddebihal was sold by auction by the Special Recovery Officer, Bagalkot, for the - satisfaction of the dues, due to the society.

(3) The sale proceeds of Rs. 1600/- (Rs. 400/- ¼ bid amount on 13.11.1945 and Rs. 1200/- 3/4 th bid amount on 22.11.1945) were credited to Revenue Deposit by the S.R.O. Bagalkot and by S.D.Patil of Muddebihal ~~in~~ -- respectively in Muddebihal Sub-Treasury.

(4) The Civil Judge, Jr. Dn., Muddebihal, sent a prohibitory order on 21.12.1945 to send the excess - amount remained after paying the dues due to the society and not to pay t Nilgangavva, the widow of Shivalingappa.

(5) The Prohibitory order was issued to the Mamlatdar and the original copy of the order was returned on 3-1-1946 under the decree compilation under the -- signature of Shri. C.P.Halkurki, the then Tr asury Head Karkun.

(6) No note of this Prohibitory orddr was kept in the Revenue Deposit Kird against the Credit entries of these two amounts.

~~(7)~~ (7) On 20-2-1947, the S.R.O. Bagalkot wrote a letter to the Sub-Treasury officer, Muddebihal to make payments of the amounts as under :-

Rs. 892-9-0	To be paid to chairman, Bagewadi, Teacher's Co-operative Society, Bagewadi.
Rs. 45-0-0	As recovery of fees by transfer.
Rs. 662-7-0	To be paid to one Sidramappa (2) Girimallappa Kuntoji M/G Nilgangavva.
Rs.1600-0-0	--

The amount of Rs. 662-7-0 was paid to Nilgangavva on 26.2.1947 by ~~shri~~.Shri. Halkurki, the then Treasury H.K., Muddebihal as there was no note of the said --

said Prohibitory order against those credit items.

(8) There is a technical point to be considered. The amount was credited by or on behalf of S.R.O. Bagalkot. It was paid to the particular person - under his instructions. The proper course ~~of~~ ~~informing~~ enforcing the Prohibitory order of the Civil Judge, Muddebihal was to get the excess amount not payable to Nilgangavva, attached through S.R.O. Bagalkot in whose name the amount was standing - credited in the Revenue Deposit.

Mamlatdar, Muddebihal.

The grounds on which the suit can be defended as opined by the District Government Pleader are as :-

1. There is no cause of action against the Govt. as the Govt. has nothing to do with the disbursement in question. The dictrine that the master is responsible for the act of his servant does not apply in cases of ~~such~~ this kind.

2. The two officers in question had no mala fide intention and so suit lies against them.

3. Unless the plaintiff shows that the two officers have colluded to cause wrongful loss or that they were grossly negligent, no suit lies. Besides this plaintiff has no cause of actions against any of these officers.

4. Plaintiff may still pursue his remedy against the heirs of the J.D. to whom the payment is made. So it cannot be said that he has sustained any loss on account of such payment. Hence no suit lies.

5. The disbursement was made on 26-2-1947. The claim is governed by article 36(2 years) . So the suit is out of time.

Mamlatdar Muddebihal.

Ex.No.36. 9 43

Civil Suit No.301 of 1950.

In the Court of the Civil Judge, Senior Division, Bijapur.

1. The Urban Cooperative Bank Ltd. plff.

Vs.

1. The State of Bombay and athers. defts.

Herein the District Government Pleader submits as follows:-

In this case the defence of the suit is not yet sanctioned by the State of Bombay. Hence it is prayed that 2 months time may be granted to put in written-statement on behalf of deft Nos. 1 and 3. Fresh Vakalatn--ama on behalf of defendant No.3 is filed today.

Sd.A.C.Angadi.

14-8-1951.

District Govt.Pleader, Bijapur.

This is the 9th adjournment dsought. One month granted. No further adjournment will be allowed.

Sd.M.M.Nadkarni.

Civil Judge, Sr.Dn. 14-8-1951.

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Ex. No.

Civil Suit No.301 of 1950.

In the Court of the Civil Judge,Sr.Dn,Bijapur.

At Bijapur.

1. The Urban Co-operative Bank Ltd. plff.

Vs.

1. The State of Bombay and others. defts.

Herein the District Government Pleader Bijapur submits as follows:-

In this case the defence of the suit is not yet sanctioned by the State of Bombay.Hence it is prayed that 2 months time may be granted to put in written statement on behalf of deft Nos 1 and 3.

Sd.A.C.Angadi.

17-9-1951. District Govt.Pleader,Bijapur.

This is the tenth adjournment sought by Government. See the order on their previous application Ex. 36.I allow a month's adjournment now. Government Pleader should note that if no written statement is filed by the next date fixed, the suit will be proceeded with ex parte against defts 1 and 3. Cost on applicant.

Sd.M.M.Nadkarni.

17-9-1951. Civil Judge,Sr.Dn.Bijapur.

In the Court of Civil Judge, Senior Division, Bijapur.

Civil Suit No.301 of 1950.

1. The Urban Co-operative
Bank Ltd., Muddebihal. plaintiff.

Vs.

1. The State of Bombay.
3. C.F.Ilkurkt. defendants.

Herein the Defendant No.1 by his written-statement states as under:-

(1). This defendant denies the plaintiff's claim ~~claim in toto.~~

(2). The plaintiff has no cause of action against this defendant and the allegations to the contrary and the date of cause of action stated in paras 8 and 9 of the plaint are denied.

(3). The plaintiff is not entitled to the amount and future interest and costs and the rate of future interest claimed by him is too high.

(4). The amount in question was disbursed on the 26th February 1947. The plaintiff's claim is barred under article 36 in the First Schedule to the Indian Limitation Act, 1908.

(5). One Shri Shivalingappa Kuntoji had taken a loan from Taluka Teachers Co-operative Society Bagewadi. He died before paying off his debt. His house at Muddebihal was, therefore, sold by auction by the Special Recovery Officer, Bagalkot for the satisfaction of the debt. On 13-11-1945 the Special Recovery Officer Bagalkot deposited Rs.400/-, being ¼th of the bid amount into the Sub Treasury at Muddebihal, and on 22-11-1945 one shri S.D. Patil deposited the remaining amount of Rs.1200/- into the Sub Treasury.

(6). The prohibitory order passed in Darkhast No.752

of 1945 filed by the plaintiff was served and returned to the Civil Court on 3-1-1946. The Prohibitory Order was actually received by Shri Halkurki and endoresement of it's return is signed by him.

(7). On 20-2-1947 the Special Recovery Officer wrote to the Sub Treasury at Muddebihal to make payment of Rs.892-9-0 to the Chairman, Teachers Co-operative Society, Bagewadi, to credit Rs. 45/- to the 31 Co-operative Society and to pay Rs.662-7-0 to Shidramappa and Girimallappa by their guardian.

(8). On 26-2-1947 Rs.662-7-0 was paid to Shidramappa and Girimallappa when defendant No.3 was the ~~Special Recovery~~ Officer incharge of the Sub Treasury.

(9). The Mamlatdar informed the Civil Court on 11-10-1948 that the amount under reference was disbursed and nothing remained with him. On 30-4-1949/28-6-1949, the Civil Judge was informed that the amount in question was paid to the guardian of Shidramappa and Girimallappa through mistake and that it might be recovered from the parties.

(10). The facts are as stated in paras ~~2 to 7~~ 4 to 9 above and the defendant does not admit the allegations in Paras 2,3,4 and 5 of the Plaint which are inconsistent with what is stated in this written-statement and which are not expressly admitted in this written-statement.

(11). The allegation in Para 5 of the Plaint to the effect that the plaintiff-Bank came to know on 11-10-1948 that the amount had been disbursed is denied.

(12). The allegation in Para 5 of the plaint to the effect that it is not possible to recover the amount from

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the judgment debtors and that they are without any means are not admitted. The allegation in Para 4 of the plaint that by the disbursement of the money the plaintiff is put to loss is denied. The plaintifff can still persue his remedy against the ju ment-debtors to whom the payment has been made. The plaintiff ought to have joined them ~~then~~ as defendants in this suit, they being proper and necessary parties to this suit and in order to do complete justice it is submitted that Sidramappa and Girimallappa be ordered to be made as defendants in this suit.

(13). The allegations in para 5 of the plaint to the effect that the payment was illegal and unauthorised and the allegation in para 6 of the plaint to the effect that defendants 2 and 3 have disbbeyed the order of the Court and that it is virtually contempt of Court are denied.

(14). The allegation para 7 of the Plaint that the defendants are liable to reimburse the money to the plaintiff is denied.

(15). The Government is not ~~laiable~~ liable for the alleged wrongful act of the Treasury Head Karkun in the performance of the statutory duty caused by error or delinquency of the staff under him where no benefit is caused to the Government by such an act. Plaintiff's suit against the State of Bombay is thus not tenable.

(16). The allegation in Para 4 of the plaint that the amount was then in the custody of the Mamlatdar on behalf of the attaching Civil Court is not correct. When prohibitory order was received the amount was not in the custody of the Mamlatdar. The amount was credited in the Treasury by or on behalf of the Special Recovery Officer and it was paid to the party under his instructions as the Mamlatdar was not competent to withhold payment.

(17). The sale proceeds of Rs. 1600/- were credited to the Revenue Deposit Kird by the Special Recovery Officer Bagalkot and by Shri S.D.Patil.The amount was not got attached through the Special Recovery Officer. The Mamlatdar or the Treasury Head Karkun(Defendant No.3) is not liable for the alleged wrong payment of the amount.

(18). The payment was made more than a year after the prohibitory order was served on the Mamlatdar.The amount was paid under instructions of the Special Recovery Officer, Bagalkot by or on whose behalf the amount was credited in the Treasury.The payment was therefore made in good faith and none of the defendants are liable to be proceeded against for the recovery of the amount.

(19). Responsibility for omission to take note of the Prohibitory order in the Register cannot be fixed on defendant No.3.

(20). The plaintiff is not entitled to any of the reliefs prayed for by him.

It is therefore submitted that the Plaintiff's suit be dismissed with costs.

District Government Pleader,Bijapur.

I, A.C.Angadi, B.A.LL.B., District Government Pleader Bijapur, hereby declare that what is stated in Paras 1 to 20 above is true on information received and believed to be true. Signed in Bijapur on _____.

District Government Pleader,Bijapur.

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No. 17371
Office of the
Remembrancer of Legal Affairs,
Bombay Castle (Bombay No.1) 2nd Nov. 1951.

Subject :- Civil Suit No. 301 of 1950

Memorandum:

With reference to his letter No. 828 dated the 22nd October 1951 forwarding a draft written statement in the suit noted above for approval, the District Government Pleader, Bijapur is informed that two copies of the revised ~~approved~~ draft are forwarded herewith.

Papers of the case need from him are retd.

For Remembrancer of Legal Affairs.

2/11

To

The District Government Pleader,

Bijapur

Rec'd at 5/25.

Returned for typing

Rec'd 22/11. 2/11

HSP/4/7

Suits :

Bijapur.

For recovery of Rs. 610-8-0 together with future interest at the rate of 12 per cent. per annum with costs.

GOVERNMENT OF BOMBAY.

LEGAL DEPARTMENT.

Resolution No. 17824.

Bombay Castle, 9th November 1951.

Letter from the Collector of Bijapur, No. LAW-201, dated the 28th September 1950—Forwarding the papers in the suit noted in the margin and requesting sanction to its defence.

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION), BIJAPUR.
CIVIL SUIT No. 801 OF 1950.
The Urban Co-operative Bank Ltd., Muddebihal ... Plaintiff ;
versus
The State of Bombay and others ... ... Defendants.

Memorandum to the District Government Pleader, Bijapur, No. 16451, dated the 17th October 1951—Forwarding a copy of the brief with its accompaniments in advance.

RESOLUTION.—Sanction is accorded to the defence of the suit on the lines of the accompanying brief.

By order of the Governor of Bombay,

J. R. DHURANDHAR,
Secretary to Government.

[P.T.O.

Original for §

To

* The Revenue Department,
* The Collector of Bijapur,
The District Government Pleader, Bijapur (with two copies of the brief).

* With a copy of the brief.

No. of 1951.

Copy forwarded for information and guidance to

BIJAPUR CIVIL SUIT No. 301 OF 1950.

Chronological Statement of Facts.

One Shri Shivlingappa Girimallappa Kuntoji, a primary school teacher, had drawn a loan from the Taluka Teachers' Co-operative Society, Begewadi. He died before paying off his debt. His house at Muddebihal was, therefore, sold by auction by the Special Recovery Officer, Bagalkot, for the satisfaction of the debt.

2. On 13th November 1945, the Special Recovery Officer, Bagalkot, deposited Rs. 400 being ¼th of the bid amount into the Sub-Treasury at Muddebihal; and on 22nd November 1945, one Shri S. D. Patil of Muddebihal, deposited the remaining bid amount, viz., Rs. 1,200 into the Sub-Treasury.

3. The Urban Co-operative Bank, Ltd., the plaintiff had obtained an award No. $\frac{\text{A. B. N. } 713/3}{1935}$ under the Bombay Co-operative Societies Act, 1925, against (1) Sidramappa and (2) Girimallappa minor sons represented by their mother Nilgangavva and some others. On 4th December 1945, the plaintiff filed a darkhast in execution of the decree for recovery of the decretal amount of Rs. 556-3-6 from the judgment-debtors.

On 12th December 1945, the plaintiff applied to the Court of the Civil Judge at Muddebihal for issue of a prohibitory order under order XXI, rule 52, Civil Procedure Code, to the then Mamlatdar, Muddebihal, directing him not to pay the amount of Rs. 610-8-0 remaining with him in the Sub-Treasury, Muddebihal, to the said Sidramappa and Girimallappa or to any one on their behalf, and also to Sidramappa and Girimallappa not to receive the amount. On 3rd January 1946, the prohibitory order was actually served on the Mamlatdar.

p. 81.

of para. 5 on p. 68 of file.

On 20th February 1947, *i.e.*, more than a year after the prohibitory order was served, the Special Recovery Officer, Bagalkot, wrote to the Sub-treasury Officer, Muddebihal, to make payments as under:—

Rs.	a.	p.	
892	9	0	To be paid to Chairman, Bagewadi Teachers' Co-operative Society.
45	0	0	To be credited to XXXI-Co-operative Society as recovery of fees by transfer.
662	7	0	To be paid to (1) Sidramappa (2) Girimallappa M/G Nilgangavva.
1,600	0	0	

On 26th February 1947, the amount of Rs. 662-7-0 was paid to Sidramappa and Girimallappa when Shri C. F. Halakurki was the officer in-charge of the Sub-treasury.

p. 15 of file.

From the Civil Judge's letter, dated the 9th November 1948, it appears that he was informed by the Mamlatdar on 11th October 1948 that the amount under reference was disbursed and nothing remained with him. The Collector was, therefore, requested to recover the amount from the staff concerned in committing the fault and the amount sent to him.

On 30th April 1949/28th June 1949, the Civil Judge was informed that the amount in question was paid to the widow of the deceased Shivlingappa the guardian of the minors Sidramappa and Girimallappa through mistake and that it might be recovered from the parties concerned.

On 19th December 1949, the notice of the suit was given and the suit was filed on 13th April 1950 praying that the plaintiff be awarded Rs. 610-8-0 together with future interest at the rate of 12 per cent. per annum and costs. p. 105 of file. p. 3.

Grounds of Defence.

Government is made a party on the allegation that payment was made by the Treasury Head Karkun, Muddebihal, to the widow of Shivlingappa contrary to the instructions contained in the prohibitory order issued by the Civil Judge (Junior Division). Assuming for the sake of argument that the payment was made wrongfully, Government is not liable for a wrongful act of the Treasury Head Karkun in the performance of his statutory duties caused by the error or delinquency of the subordinate staff under him where no benefit is caused to Government by such act (cf. A. I. R. 1934 Cal. 128). No action against Government is, therefore, tenable. p. 81 of file.

It is averred in paragraph (4) of the plaint that the amount in question was in the custody of the then Mamlatdar on behalf of the attaching Civil Court. This statement is not correct. When the prohibitory order was received, the amount was not in the custody of the Mamlatdar. The amount was credited in the Treasury by or on behalf of the Special Recovery Officer, Bagalkot; and it was paid to the party under his instructions, as the Mamlatdar was not competent to withhold payment. The proper course would have been to get the amount in question attached, through the Special Recovery Officer in whose name the amount stood in the Revenue Deposit Register. The plaintiff having failed to do so, neither the Mamlatdar nor Treasury Head Karkun is liable for the alleged wrong payment of the amount.

Moreover, the payment was made after more than a year since the prohibitory order was served on the Mamlatdar. Since there was nothing to indicate order in respect of the amount in question, the same was paid under instructions only of the Special Recovery Officer, Bagalkot, by or on whose behalf the amount was credited in the Treasury. The payment was, therefore, made in good faith.

Assuming that it was the duty of the Treasury Head Karkun to take the note in the register, the plaintiff must prove that the Treasury Head Karkun failed to do so. It should be pointed out that the Mamlatdar had given usual instructions to give the copy of the order to the Treasury clerk for taking note of the order in the Register. Responsibility for the omission to take note cannot, therefore, be fixed on the Treasury Head Karkun. Unless the plaintiff shows that the two officers colluded or were grossly negligent no suit can lie against them.

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The contention of the plaintiff that he has sustained loss on account of such payment is not correct as he can still pursue his remedy against the heirs of the judgment-debtors to whom the payment has been lawfully made and in order to do complete justice, it should be urged that Sidramappa and Girimallappa, the two sons in whose favour the amount was paid should be made necessary parties to the suit.

Limitation.—The amount in question was disbursed on 26th February 1947, but the suit was instituted on 2nd April 1950. The claim is barred under article 36 in the First Schedule to the Indian Limitation Act, 1908.

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In the Court of the Civil Judge, Senior Division, Bijapur.

Civil Suit No. 301 of 1950.

(1) The Urban Co-operative Bank, Ltd.
Muddebihal. ....Plff.

Vs.

(1) The State of Bombay.
(2) Lx.R.Naik.
(3) C.F.Halkurki. ..... Defts.

Herein the defendant No.2 by his W.S. states as under:

(1) The plaintiff's claim is denied.

(2) The Written Statement of this defendant is the same as that of defendant No.1 and this defendant by this W.S. puts forth the same contentions as are set forth in the W.S. of defendant No.1.

(3) This defendant was the Mamlatdar of Muddebihal Taluka from 2-3-1946 to 25-4-1947.

(4) The allegation in Para 4 of the plaint to the effect that it was the duty of defendant No.2 to hold the amount at the disposal of the Court and to pay the same when required into the attaching Court and the allegation in para 6 of the plaint to the effect that by the disbursement of the amount the defendants Nos. 2 and 3 have disobeyed the orders of the Court which is virtually the contempt of the Court, and the allegations in Paras 7 and 8 of the plaint are denied.

(5) This defendant is not liable to the claim made by the ~~defendant~~ Plaintiff.

On these grounds amongst others it is submitted that plaintiff's suit be dismissed with costs.

I, Laxmansing Ramsing Naik - defendant No.2 named above hereby declare, that what is stated in Paras 1 to 5 is true on information received and believed to be true.

Signed in Bijapur on 8-6-1952.

Presented in Court on 9-6-1952.

Pleader.

27 [illegible]

Received on

Registered on

Decided on -- 30-9-1953.

Duration

In the Court of the Civil Judge Sr. Dn.,

At Bijapur.

Regular Civil Suit No. 301 of 1950.

1. The Urban Co-operative Bank , Ltd., Muddebihal, by its Secretary: Pandurang anamant Saraf, age 45, Occupation private service , residence Muddebihal..... ... Plaintiff.

against.

1. The State of Bombay .

2. Laxmanrao R. Naik, age 34, occupation Mamlatdar, residence Shahapur Dist. Belgaum.

3. Chanabasappa Fakirappa Malakurki, age 45, occupation Treasury Head Karkun Bijapur. .... Defendants.

Claim Rs. 610-8-0 and the same for pleader's fees.

The plaintiff sues to recover Rs 610-8-0 and costs of the suit from the defendants together with furture interest at 12 per cent.

2. The facts of the case may briefly be stated as follows;

The plaintiff obtained an arbitration award decree against Sidramappa and Girimallappa and three others in the year 1935. It then filed Darkhast No. 752 of 1945 in the Civil Court of Muddebihal to recover the decretal amount of Rs. 556-3-6 from the judgement-debtors namely the said two persons and three others. The said two persons were the judgment-debtors Nos. 4 and 5 in the said

Rs. 556-3-6 from the judgment-debtors namely the said two persons and three others. The said two persons were the judgment-debtors Nos. 4 and 5 in the said Darkhast. The Teacher's society of Bagewadi had also obtained a similar arbitration award decree in the year 19[illegible] against the said two persons and the said award decree was executed by the Revenue Court under Section 59-A of the Co-operative Societies Act. In the said execution proceeding the House of the judgment-debtors Nos. 4 and 5 was sold for Rs. 1600/- and the said amount was deposited by the Special Recovery Officer in the Muddebihal Treasury. After the satisfaction of the decree of Teachers' Society, the balance of Rs. 662-7-0 was still lying in the Mamlatdar's treasury of Muddebihal-

3. On 20-12-1945 the plaintiff applied to the Court in its darkhast for issuing a prohibitory order under Order XXI rule 52 to the then Mamlatdar of Muddebihal not to disburse the amount of Rs. 610-8-0 out of the balance remaining in the sub-treasury i.e Rs. 662-7-0 to the judgment debtors Nos. 4 and 5 or any one on their behalf and a similar notice was also sent to those judgment debtors' guardian The said prohibitory order was served on the Mamlatdar actually on 3-1-1946. But the said Mamlatdar was transferred from Muddebihal and the defendant No.2 succeeded the former It was the duty of the defendant No.2 to hold the amount of Rs. 610-8-0 in the treasury and pay it to the attaching Court whenever it called for.

4. But he Mamlatdar i.e. the defendant No.2 paid the said amount of Rs. 662-7-0 to the guardian of judgment debtors Nos. 4 and 5 illegally on 26-2-1947 disregarding the Court's prohibitory order. Several communications were addressed by the plaintiff to the defendant No.2 or his successors through the Civil Court, but no reply was given by any one

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of the Mamlatdars till 11-10-1948. It was afterwards known to the plaintiff that the defendant No.2 had paid off the said amount unathorisedly to the judgment debtors Nos. 4 and 5. The Court requested the Collector of Bijapur to get the said amount refunded from the defendant No.2 : but he (Collector) informed on 22/6/1949 that the said amount had been already paid off to the guardian of the judgment debtors Nos. 4 and 5 through mistake and this Court should recover the same from her. But the judgment debtors Nos. 4 and 5 or their mother have no means to pay and it is not possible to recover anything from them.

5. The deft No. 3 was an officer in charge of the sub-treasury on 26-2-1947 and he actually paid that amount to the guardian of judgment debtors Nos. 4 and 5 Thus, the defendants Nos. 2 and 3 disobeyed the orders of the Court, which is virtually a contempt of Court, and the plaintiff has suffered a heavy loss. The defendant No. 1 is the State of Bombay and the defendant No.2 and 3 are its servants. Hence the defendant No.1 is also liable for the said amount . The cause of action for the suit arose on 23-6-1949. Hence the suit against all the defts.

6. The defendant No.1 in its written statement Ex. 39 contended that the plaintiff's claim was barred under article 36 of the INdian Limitation Act and that Shidramappa and Girimallappa were the necessary parties to the suit. It stated that the attachement order was not valid one as it had not been served through the Special Recovery Officer. It stated that the plaintiff had not suffered any loss and that it was possible for it to recover the amount from the judgment debtors . It stated that it is not liable for the alleged wrongful acts of the defendants Nos. 2 and 3 . It stated that the amount had been paid by the deft 3 under the instructions of Spec Recovery officer in good faith. It also supported the

defendant No. 2 by saying that there is no responsibility on the part of the defendant No.3 to take note of the prohibitory order in the Registers. It prayed for its costs.

7. The deft/ No. 3 supported the w.s. of deft No.1 by Ex. 41 and stated that the amount had been paid by ~~defts~~ J. Ds Nos. 4 and 5's guardian in good faith as there were no notes of the prohibitory orders made in the Register maintained by the Mamlatdar.

8. The defendant No.2 by his written statement - Ex. 53 also supported the written statement of the defendant No.1 He stated that he was the Mamlatdar of Muddebihal taluka from 2-3-1946 to 25-4-1947. He further stated that he was not liable to reimburse the amount in question . He prayed for his costs.

9. The following issues were framed at Ex. 43 by Shri M.M.Nadkarni and they were not altered even after the receipt of the written statement of the defendant No.2 Ex. 53.

ISSUES.

1. Whether Sidramappa and Girimallappa are necessary parties to this suit ?

2. Whether there was legal and valid attachment of the amount in dispute in Darkhast No. 752 of 1945 of the Muddebihal Court ?

3. Should the attachment have been effected by serving the prohibitory order in Dar. No. 752 of 1946 on the Special Recovery officer , Bagalkot or through that officer on the Mamlatdar ?

4. Was the amount payable according to the order of the special Recovery Officer Bagalkot ?

5. Whether defts prove that the amount was paid to the guardian of Siddappa and Girimallappa according to the order or instructions of the Special Recovery Officer, Bagalkot ?

6. Does the deft No. 3 prove that he paid the

amount in good faith without notice of the prohibitory order served on the Mamlatdar ?

7. Whether the plaintiff has suffered any loss on account of the payment made by the deft No 3 ? If so, what is the loss suffered by him ?

8. Is the plff entitled to the relief claimed in this suit ?

9. Is any defts liable for the plff's claim ? If so, which of them ?

10. Is the suit in time ?

11. What decree ?

10. My findings are :-

On issue No. 1 :- No.

2:- Yes.

3:- Not necessary to consider.

4:- It was not payable if there was no prohibitory order of the Court.

5:- Yes.

6:- Yes.

7:- Not proved

8:- No.

9:- No one is liable

10:- Yes.

11:- As per final order.

Reasons.

11. Issues Nos. 1 to 10:- These issues were probably framed from the contentions , made by the defendants in the baginning when there were no documents on record. But now the parties have produced the necessary documents and issues Nos. 1 to 8 do not survive at all. The learned pleaders for the parties also did not argue on these issues The facts of the case are briefly these :- The father of Sidramappa and Girimallappa borrowed from the plaintiff Bank and also from the Teacher's society Both the plaintiff and the Teachers' society obtained

decrees against his sons i.e. Sidramappa and Girimallappa and the sureties. The Teacher's Society executed its award decree under section 59 A of the Co-operative Societies Act through the Revenue Authorities the special Recovery officer. In execution of that decree it got the house of those two judgment debtors sold in auction. The amount of Rs. 1600/- was realised by the sale of that house and the Special Recovery Officer credited the said amount in the Muddebihal sub-treasury as per Ex. 76 in the month of November 1945. The Teachers' society was to get about Rs. 800/- or Rs. 900/- After the satisfaction of that decree, the balance was to be paid to the said 2 judgment debtors. The balance lying in the sub-treasury of Muddebihal was about Rs. 600/- and odd.

12. The plaintiff bank was to get about Rs. 566 and odd from the same judgment debtors and three others and itunder Sec. 59 B therefore, filed darkhast No. 762 of 1945 in the Muddebihal Civil Court to recover the said amount. The plaintiff prayed in that darkhast by Ex. 74 that the decretal amount should be recovered from the judgment debtors Nos. 2 and 3 by the sale of their moveables and that the balance lying in the Muddebihal Court and belonging to the judgment debtors Nos. 4 and 5 i.e. Sidramappa and Girimallappa should be attached under Order XXI Rule 52 . It also stated that it will take steps against the judgment debtor No. 1 subsequently As soon as the plaintiff prayed for the attachment of the said balance , the Court sent the prohibitory order to the Mamlatdar of Muddebihal not to disburse the amount of Rs. 600/- and odd until further orders from the Court and also issued a notice und er the same rule of the same order of he C.P.C. to the guardian of the judgment debtors Nos. 4 and 5 . Exhs 68 and 69 are clear on the point. None of the defts challenged the said facts . The prohibotory order was served on the mamlatdar on 3-1-1946- Ex. 46 and on that day, the amount belonging to judment---

debtors Nos. 4 and 5 was still lying in the sub-treasury of Muddebihal . But the Mamlatdar, who received this prohibitory order was transferred by March 1946 and the present defendant No. 2 took charge of the office of the Mamlatdar on 2-3-1946. The defendant No. 3 was working as a Treasury Aval Karkun in the Mamlatdar's Office both on the date of the receipt of the prohibitory order and th the date of the payment of the amount to the guardian of the judgment debtors Nos. 4 and 5(i.e. on 20-2-1947).

13. It is on record that the prohibitory orders of the Civil Court are considered as important correspondence and that they are received by the Mamlatdars themselves personally . As soon as the correspondence is received by the Mamlatdar, he would sent the Tapal to the Aval Karkuns working under him. The decree clerk works directly under the Mamlatdar and the former's duty was to note down the prohibitory orders in his register and hand them over to the Nagadi clerk to note them down in the Revenue Deposit Register. No body is able to explain before me why such a procedure was not followed in the present case The defendant No. 3 stated that during the whole period of his service he had not received any prohibitory order and that he did not know the exact procedure to be followed, though he was aware theoretically of the procedure to be followed in such cases. The Mamlatdar who received the prohibitory order left Muddebihal within two months from the date of the receipt of the prohibitory order. When the defendant No. 2 took charge of the office of the Mamlatdar, it was not possible for him to know the receipt of the prohibitory orders in his office, unless they had been noted in the Revenue Deposit Register or unless somebody interested in thoseprohibitory orders or same clerk informed him of such orders. The decree clerk or the Nagadi clerk or the defendant No. 3 did not inform the defendant No. 2 about the receipt

of the suit prohibitory order. It is not known if the decree clerk who had received the prohibitory order from the Mamlatdar was still serving in the Mamlatdar's office at the time when the suit amount was disbursed. It is also not known if the Nagdi clerk had received the said prohibitory order from the decree clerk. It was also not suggested that the former Mamlatdar had handed over the prohibitory order to the decree clerk or to the Aval Karkun, the defendant No. 3. If the said prohibitory order had been registered in the Revenue Deposit Register, the Treasury Aval Karkun or the Nagadi clerk would never have dated to pay the amount to the guardian of the judgment debtors Nos. 4 and 5. It can, therefore, besaid on account of some mistake on the part of the them Mamlatdar or the decree clerk or the Nagadi clerk the payment of the said amount was made to the guardian of the judgment debtors Nos. 4 and 5.

14 I have already stated above that the Special Recovery Officer had sent the sale proceeds to the Sub-treasury and that the said amount had been credited in the Revenue Deposit Register in the name of the Special Recovery Officer (Exh.76). The Special Recovery Officer know nothing of the prohibitory order. He, therefore, sent the letter (Exh.77) to the Mamlatdar to make payment of the decretal amount to the Chairman, Teacher's society and the balance to the guardian of the judgment debtors Nos. 4 and 5 on 20-2-1947 (Exh.77). The notices were accordingly sent to the parties and the amount of balance was paid by the defendant No. 3 to the guardian of the judgment debtors Nos. 4 and 5 on 26-2-1947. The guardian of the judgment debtors Nos. 4 and 5 had received the prohibitory order on 15-4-1946 and I do not know how she dared to receive the amount, though the present defendants Nos. 2 and 3 were not aware of the prohibitory order of the Court. As she is not a lady of status she quietly

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the amount disregarding the prohibitory order of the Court without caring for the consequences. It is also not known why the Court did not send the reminder to the Mamlatdar of Muddebihal to send the attached amount to the Court between 3-1-1946 and 26-2.1947. The learned pleader for the plaintiff stated that several reminders had been sent to the Mamlatdar and that he had not cared to give reply to them. But there is nothing on record to show that the Court had sent the reminders between these two dates. There is no doubt reference of some reminders in the letter written by the Court to the Mamlatdar and the Collector in the year 1948. (Exh.71), but it cannot be said from this that reminders were sent before 26-2-1947. The Collector replied to the Court by Exhs. 72,75 and 81 that the amount had been paid off by the Mamlatdar in the year 1947 only through mistake and that the Court should recover the amount from the parties themselves. It appears that no one in the Mamlatdar's office knew of the receipt of the prohibitory order on 26-2-1947 and no one on behalf of the plaintiff Bank took proper steps to ger the amount from the Mamlatdar's Office from 1946 to February 1947. If the plaintiff Bank were a private party, it would have surely gone to the Mamlatdar's Office and ascertained why the amount had not been sent to the Court by the Mamlatdar's Office. I am not much concerned about the negligence or the carelessness of the plaintiff or the office of the Mamlatdar. I shll have to see here if any of the defts. is liable to reimburse the loss caused to the plaintiff.

15. The plaintiff for the first time made an application to the Court on 15-7-1947(Exh.70) to call for the amount from the Mamlatdar's office, when it had already been paid off to the guardian of the judgment debtors Nos. 4 and 5. Then the enquiry started about the disbursement and the letters and replies, stated above were sent and received at (Exhs. 71,72,73,75 etc.). As the guardian

of the judgment debtors Nos. 4 and 5 was a pauper, and as there was no property standing in the names of the judgment debtors Nos. 4 and 5, the Revenue Authorities did not take any steps to recover back the amount from her or the judgment debtor's Nos. 4 and 5. The Collector, therefore, requested the Court to take steps to recover the money from the judgment debtors themselves as the disbursmment had taken place through mistake or oversight. The plaintiff did not proceed against any of the judgment debtors, but came to the Court on 23-9-1950 with the present suit. The plaintiff has not stated in his plaint that it was not possible to recover anything from any of the judgment debtors Nos. 1-3 also.

16. In view of the admitted facts stated above, the issues Nos. 1 to 5 do not survive at all, but still I am recording my finding on them formally without any further discussion in view of the documents and in the light of my above discussion. The most important issues are issues Nos. 6 to 9. Before coming to the issue No. 6, I wish to dispose of issue No. 9 first. The defendant No. 1 is the State of Bombay and it is not responsible for the negligence of its servants if there is no benefit defived by the act of its servants. In Secretary of State v.Ramnath Bhat (A.I.R. 1934, Calcutta page 128), the point is discussed quite clearly and their Lordships of that High Court have followed the ruling of our High Court I.L.R. 28 Bombay-page 314. On perusal of these two authorities, the learned pleader for the plaintiff stated at the time of the argument that he would not press the plaintiff's claim against the defendant No.1.I,therefore, instead of discussing on this point, I hold that the defendant No.1 is not liable to the plaintiff.

17. The defendant No. 2 was not serving at Muddebihal at the time when the prohibitory order was received. The Mamlatdar who received the said order had been transferred

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and he is not a-party to the suit. Under law, the man who disburses the amount is responsible and it is not, therefore, necessary that the then Mamlatdar should be added as a party. From Exh. 76 it can be seen that the prohibitory order had not been noted down in the said Register . It was the duty of the Nagadi clerk to note down the said prohibotory order in the said register and it was the duty of the decree clerk to hand over the said order to Nagadi clerk to make a note of it . When the defendant No. 2 took charge of the office of the Mamlatdar of Muddebihal, he could not imagine the receipt of some prohibitory orders from some Court. However, the defendant No. 2 was also not present in his office on 26-2-1947. The defendant No.3, the Treasury Aval.Karkun had the authority to make payment of the amount to the parties during the absence of the Mamlatdar. He,therefore made payment of the said amount to the guardian of the judgment debtors Nos. 4 and 5 on 26-2-1947, after receiving the direct instructions from the Special Recovery Officer. So the defendant No. 2 also is not responsible for the payment, made to the guardian of judgment debtors Nos. 4 and 5, during his absence. Thus I hold that the defendant No. 2 also is not responsible to pay the suit claim to the plaintiff when there is nothing on record to show that the defendant No.2knew the receipt of the prohibitory order or that he colluded with the guardian of the judgment debtors Nos.4 and 5.

18. Now the question is regarding the defendant No.3, who actually made payment of the amount . . As stated abov there was nothing in the Deposit Register(Exh.76) to show that there was a prohibitory order, received in the Office . There is nothing on record to show that somebod brought the prohibitory order to the notice of the defendant No.3. It is true it was possible for the defendant No. 3 to impw tje receopt pf tje prohibitory order received in the Mamlatdar's office on 3-1-1946.

But after the lapse of one year it was not possible for him to know that he had seen some prohibitory order in respect of the amount sent by the Special Recovery Officer in question, some time back. Ordinarily the defendant No.3 looked to the Register(Exjh.76) and made payments. He, in the said Register found that the Special Recovery Officer had deposited the amount in the treasury and that the said amount of Rs. 1600/- was standing in the name of the Special Recovery Officer. When the Special Recovery Officer gave the instructions to disburse the amount, he paid the amount in good faith to the parties concerned. Nobody alleged fraud on the part of the defendant No. 3 or the defendant No. 2. So, I cannot hold the defendant No.3 also responsible for the action taken by him, though the said act throws a good deal of light over the carelessness of the clerks working in the Mamlatdar's office , then though the Mamlatdar working at Muddebihal on 3-1-1946 was negligent in not seeing the prohibitory order noted in the Register ,Exh.76.

12. This is not a suit to recover the damages on account of breach of contract . In the case of thepresent nature, it was the duty of the plaintiff to show that he suffered a loss on account of the payment, made by the defendant No. 3 to the guardian of the judgment debtors Nos. 4 and 5 and that it was not possible to recover the said amount from any of the judgment debtors. It can be said from the record of the Mamlardar that the Judgment debtors Nos. 4 and 5 were paupers. But the plaintiff did not prove that the judgment debtors Nos. 1 to 3 were also paupers o r that nothing could be recovered from them. The plaintiff did not lead evidence to show that nothing could be recovered from the judgment debtors Nos. 2 and 3 and he did not take any steps against the judgment debtors Nos. 2 and 3 in the said Darkhast,, though it prayed on it for the issue of 'JagamWarrant' under Order 21 rule 43

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against them . This shows that the plaintiff itself is negligent to some extent in its all remedies against all the judgment debtors, at least formally, and then approach the Court for getting the compensation from the defendants Nos. 2 and 3, if at all they were liable. The defendants produced extracts of Records of Rights Exhs. 86 to 93 to show that the judgment debtors Nos. 2 and 3 had some interest in those properties. The learned pleader for the plaintiff argued that those lands did not belong to the judgment debtors Nos.2 and3 at all. The learned Government pleader agued that the lands were standing in the names of the managers and thus that the judgment debtors Nos. 2 and 3 had some share in those lands. Be that as it may, it was the duty of the plaintiff to try his luck against the judgment debtors Nos. 2 and 3 and also against judgment debtor No. 1 first by proceeding against the properties , mentioned at Exhs. 86 to 93. Thus, the plaintiff has not even shown that he has suffered the loss o n account of the wrongful payment, made by the defendant No. 3.

20. - Lastly the learned Government pleader argued under issue No. 10 that the suit was barred under article 36 of the Indian Limitation Act, as it had not been brought within one year from the date of payment of the money made by the defendant No.3 or from the date of the knowledge of the payment of the money, made by the defendant No.3. He stated that it was the case of malfeasance or non-feasance and that it was the case of malfeasence or non-feasance and that Article, applicable in the present case was 36 of the Indian Limitation Act. I am unable to agree with the learned Government Pleader in this respect. As soon as the prohibitory order was sent to the Mamlatdar of Muddebihal, the amount lying with him acquired the nature of trust property. It was the duty of the

Mamlatdar to hold and send the money to the Court, whenever it called him to do so. I,therefore,hold that article 36 is not at all applicable to the present case and that the suit is in time. For these reasons I record my findin s on all the issues accordingly and pass the following order.

21. Before passing the final order, I may express here that the plaintiff was legally entitled to file the suit against the defendants. He has fuffered a great a great inconvenienco on account of the mistake on the part of th staff of the defendants. I,therefore, all ow no costs to the defendants from the plaintiff, though it has failed in the suit.

O R D E R .

22. Plaintiff's suit stands dismissed. The parties do bear their own costs.

September,29, 1953.

Sd/-M.H.Kazi.
Civil Judge,Sr .Dn.,

Decree.

In the Court of the Civil Judge, Sr.Dn., Bijapur.

Civil Suit No. 791 of 1950.

1.The Urban Co-operative Bank, Ltd., Muddebihal, by its Secretary Pandurang Hanmant Basarant Saraf, age 45, occupation private service, residence Muddebihal. ---------- Plaintiff.

Vs.

1. The State of Bombay.
2. Laxmanrao R. Naik, age 34, occupation Mamlatdar, residence Shahpur District Belgaum,
3. Chanabasappa Fakirappa Halkurki, age 45, occupation Treasury Head Karkun, Bijapur. ------ Defendants.

Suit filed on 13-4-1950
Suit registered on 19-4-1950.

Claim Rs. 610-7-0.

For pleader's fees Rs.

Hereir the above-named pl.f l.; to submit as follows :-

1.There exists at Muddebihal the pl.f Bank the Urban Co-operative Bank , Ltd.,of which Pandurang Hanmant Saraf is the secretary. The Bank obtained an Arbitration Award decree No.A.B.N.713/3 1935 under the Bombay Co-operative Societies Act,1925,against the persons viz:-
(1) Siddramappa and (2) Girimallappa father Shivalingappa Kuntoji of Muddebihal, minors represented by their guardian mother - Nilgangamma and others.The 1st-Bank filed Darkhast No.752 of 1945 in execution of the decree on 4-12-1945 for the recovery of the decretal amount of Rs.556-3-6 from thedefts.(Jds.)
2. Meanwhile one "Teachers" Society Bijapur-adi,had obtained the similar Award decree No. A.B.N. 63211 1934 against the said Shidramappa and Girimallappa for the recovery of the debts due from their deceased father Shivalingappa and applied for in the execution of the decree for sale of the house at Muddebihal belonging to the judgment-debtors and mortgaged to the Society.The house was actually sold in execution for Rs.1600 through the Mamlatdar of Muddebihal After satisfaction of the decretal debt due to the Teachers

Society, Bagawadi, out of the amount of Rs. 1600/- realised, there was a balance of Rs. 660-7-0 which was paid to the judgment-debtors Shidramappa etc. remaining with defts Nos. 2 and 3 in the Taluka Sub Treasury at Muddebihal.

3. Subsequently on 20-12-1945, the plff-Bank applied to the Civil Court at Muddebihal for the issue of the prohibitory Order under Order 21 rule 52 C.P.C. to the then Mamlatdar, Muddebihal Not to pay the amount of Rs.610-8-0 remaining with him in the Sub Treasury at Muddebihal, to the judgment-debtors Sidrumappa and Girimallappa or any one on their behalf and also to the judgment-debtors not to receive the amount. The prohibitory order was actually served on the Mamlatdar on 3-1-1946.

4. The said amount of Rs.610-8-0 was in the custod of the then Mamlatdar Muddebihal Muddebihal on behalf of the attaching Civil Court, Muddebihal, who intimated to the Mamlatdar that the said amount of Rs.610-8-0 may be held subject to the further orders of the Court. The then Mamlatdar was transferred and his place was supplied by the present defendant No.2 as Mamlatdar, Muddebihal. It was the duty of the deft No.2 to hold the amount at his disposal of the Court and to pay the same when required into the attaching Court.

5. Inspite of the prohibitory order, the amount of Rs.610-8-0 was paid to Nilgangawwa kom Shivalingappa Kuntoji, the guardian of the judgment-debtors on behalf of the judgment-debtors, illegally on 26-2-1947. Though several communications were addressed by the Plff Bank to deft no.2 or his successors, through the Civil Court Muddebihal, there was no response till 1-10-1947, when the [redacted] to know through the Civil Court, Muddebihal that the amount had been disbursed and nothing remained. The payment of the amount to the judgment-debtors by defts Nos 2 and 3 was an unauthorised and illegal. The deft No.2 was requested through the Collector of Bijapur, to get the amount refunded and to pay same to the Court.

The final reply in this behalf was received from the Collector on 28-6-1949 informing the Court that the amount was already paid to the widow of the deceased Shivalingappa through mistake and the same may be recovered by the Court. It was not possible to recover the amount from the judgment-debtors who are without

6. The deft. No.3 was the Officer in charge of the Sub Treasury and has actually paid the amount. By the disbursement of the money the defts Nos.2 and 3 have disobeyed the orders of the Court which is virtually a contempt of the Court. By the disbursement of the money thepltf decree-holder is put to a heavy loss.

7. The money was in the custody of the Government and defts Nos.2 and 3 as its officers have paid the amount in contravention of the orders of the Civil Court. So, the defts Nos.1, 2 and 3 are liable to reimburse the money to the pltf decree-holder and they have failed to do it. Hence this suit.

8. The cause of action arose to the pltf on 2th June 1949 i.e. the date of the reply of the Collector of Bijapur, at, Muddebihal.

9. The cause of action having arisen within the jurisdiction of this Court, and the suit being against the State of Bombay, this Court has jurisdiction to try this suit.

10. The valuation of the suit is as follows :-

(a) For Court Fee : The amount of the pltf's claim as mentioned in the prohibitory order is Rs.610-8-0. and the Court fee is paid on this amount.

(b) The valuation of the suit for the purpose of Court's jurisdiction and the pleader's fee is the same.

11. The requisite notice of the suit under section 80 of the Civil Procedure Code has been served on the Collector of Bijapur on - 19-12-1949. The copy of the said notice is produced herewith.

12. The amount due from the defts is Rs.610-8-0 and the future interest thereon ~~xx~~ at Rs.12 per cent per annum.

13. There seems to have passed some correspondence between the Mamlatdar Muddebihal, and the Collector about this and the latter Officer made the reply to the Court ultimately on 28-6-1949, as stated above.

13. The plaintiff prays :-

The pltf be awarded Rs.610-8-0 together with future interest at the ~~rate~~ rate of 12 per cent per annum and the costs from the - defendants:

This suit coming for final disposal before Shri M.H.Kazi , Civil Judge Sr,Dn, this 29th day of September 1953, in the presance of Shri V.P.Parvatikar pleader for the plff and Shri A.C.Angadi pleader for defendants, it 's ordered that the plaintiff's suit stands dismissed. The parties do bear their own costs.

Bill of costs.

For plaintiff.		For defendants.	
1.Stamps for plaint.	58-2-0.	*1.Stamps for vakalatnama	1-10-0.
2.Stamps for vakalatnama,		2. Applications Exhs,	
3.For applications,	0-10-0.	8-12-13,14,15,16,17,18,	
Exhs,9,11,25,26,27,28,		19,20,21,22,24,30,31,34,	
29,32,44,47,50,51,57,		36,37,38,45,49,52,55,56,	
59,60,60A,64,66,79,95,12-8-0.		61,63,65, ...	16-4-0.
4.Process fee	6-14-0.	3.Pleader's fee.....	38-2-0.
5.Pleader's fee .....35-2-0.		4.Copying fee and stamps.	7-2-0.
6.Copying fee and stamps,.....19-7-0.		Total	63-6-0.
Total.	129-11-0	Costs disallowed on	
Costs disallowed on exhs,		exhs, 8,12,13,14,15,16,17,18,	
9,11,25,26,27,28 ,29,		19,20,21,22,24,30,31,34,36,	
32,44,47,50,51,57,59,		37,38,45,49, 52,55,56,61,	
60,60A,64,66,79,95,...	12-8-0.	63,65, ...	16-4-0.
Total	117-3-0.	Total	47-2-0.

Given under my hand and the seal of the Court this 29th day of September 1953.

Clerk.

Pleader for plff.

Civil Judge,Sr,Dn, Bijapur.

Pleader for defts.

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Suits:
Bijapur.
For recovery of Rs. 610-8-0 together with future interest at the rate of 12 per cent. per annum with costs.

GOVERNMENT OF BOMBAY.
Legal Department,
Resolution No. 1588/62
Bombay Castle, 22—1 ~~December~~ 1954.

Read Government Resolution, Legal Department No. 17824, dated the 9th November 1951.

Letter from the District Government Pleader, Bijapur No. 1285, dated the 30th September 1953, stating that the suit noted in the margin was decided by the Civil Judge (Senior Division), Bijapur on the 29th September 1953, when the following order was passed:-

In the Court of the Civil Judge (Senior Division), Bijapur.
Civil Suit No. 301 of 1950
The Urban Cooperative Bank Ltd., Muddebihal Plaintiff.
versus
The State of Bombay and others Defendants.

"Plaintiff suit stands dismissed. The parties do bear their own costs."

Letter from the District Government Pleader, Bijapur No. 1334, dated the 9th October 1953, forwarding uncertified copies of the judgment and decree.

Resolution:- The result of the suit is recorded.

By order and in the name of the Governor of Bombay,

R. T. Katarki

(R.T.Katarki)
Deputy Secretary to Government.

To

The Revenue Departments.
The Collector of Bijapur.
The District Government Pleader, Bijapur.

IL.
18.12.

Submitted for signature
21/11
S. S. 21/11
D.S. (Civil)

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File in S. Bijapur 5/51

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S. Bijapur 5/51

23.1.54

Received on 11-11-1953.

Registered on 13-1-1954.

Decided on 29-3-1955.

Duration 1Y-2M-16Ds.

In the Court of the Assistant Judge, at Bijapur.

Civil Appeal No. 2 of 1954 from Decree in Civil Suit No. 301 of 1950 of the Court of the Civil Judge Sr.Dn. of Bijapur (Shri H.M.Kazi).

Pleader.

Shri V.P.Parvatikar.

1. The Urabn co-operative Bank Ltd., Muddebihal, by its Secretary, Pandurang Hanamant Saraf of Muddebihal. .... appellant (original plff).

against.

Shri A.C.Angadi & " J.R.Desai.

1. Laxmanrao R.Naik, District Deputy Collector, Dharwar.
2. Chanbasappa Fakirappa Halakurki, of Halakurki, Taluka Badami.

Respondents ~~appellant~~ (original ~~plff~~).defts 2 and 3.

Claim Rs 610-8-0.

~~Grounds of appeal~~ x x x x x xx

Judgment.

This is a plaintiff's appeal from the Judgment and decree passed by the learned Civil Judge, Sr.Dn. Bijapur, dismissing the plff's suit.

2. The plff is a co-operative society at Muddebihal. It had obtained an arbitration award decree against one Sidramappa and Girimallappa and three others in 1935. In execution of that decree it filed Darkhast No.752 of 1945 in the Civil Court of Muddebihal for recovery of Rs 610-8-0 against all the give Judgment-debtors. But prior to this the teachers' Society at Bagewadi had also obtained a similar award decree against Sidramappa and Girimallappa in 1934. That award decree was executed by the revenue Court under Section 59A of the Co-operative Societies Act. The house of the Judgment-debtors Sidramapa and Girimallappa was sold and Rs 1600/- were realised which were deposited by the special recovery officer

in the Sub-treasury at Muddebihal. After the satisfaction of the decretal dues of the Teacher's society, a balance of Rs 662-7-0 still remained which was lying in the Sub-Treasury at Muddebihal. On 20-12-1945 the plff obtained a prohibitory order under order XXI rule 52, C.P.C. from the Civil Judge, Sr.Dn.,Muddebihal, prohibiting the Mamlatdar of Muddebihal from disbursing the amount of Rs 610-8-0 out of the balance remaining with him. A similar order was also sent to the guardian of the Judgment-debtors Sidramappa and Girimallappa, who were minors. The prohibitory order (Ex.68) was served on Shri V.L.Kulkarni, who was the then Mamlatdar of Muddebihal. The order (Ex.69) was served on the guardian mother of Sidramappa and Girimallappa, who were Judgment-debtors Nos. 4 and 5 on 15-4-1946. Shri V.L.Kulkarni was transferred and defendant No.2 succeeded him on 2-3-1946 as the Mamlatdar of Muddebihal. However, in spite of the prohibitory order, on 26-2-1947 the amount of Rs 662-7-0 has been paid to the guardian of Judgment-debtors Nos. 4 and 5. Defendant No.2 was the Mamlatdar of Muddebihal then and defendant No.3, The Treasury Head Clerk who paid the amount to the guardian of judgment-debtors Nos. 4 and 5. It appears that on 15-7-1947 the plff made an application (Ex.17) to the Civil Court, Muddebihal, to call for the amount lying in the Mamlatdar's office. By that time the amount had been already paid to the guardian of judgment-debtors Nos. 4 and 5.Correspondence ensued. Ex. 81 was the final letter, dated 28-6-1949, by which the Collector wrote to the Civil Judge, Jr.Dn.Muddebihal, that the amount might be recovered from the parties concerned.The plff consequently brought this suit against defts Nos. 2 and 3, also impleading the state of Bombay as deft No.1, to recover Rs 610-8-0 with future interest and costs.

3. As the State of Bombay has not been made a party to this appeal, we need not concern ourselves with the contentions of defendant No.1.

4. Deft No.2 put in his W.S. at Ex.53.He contended inter alia that he was the Mamlatdar of Muddebihal only from 2-3-1946 to 25-4-1947, and that the amount had been paid by

defendant No.3 in good faith under instructions of the special Recovery officer there being no indication in the Register to show that there was any prohibitory order in respect of such an amount.

5. Defendant No.3 put in his written statement at Ex.41. He also contended inter alia that the payment had been made in good faith under instructions of the special Recovery officer, there being no note of the prohibitory order in the Register, and that the plff had not suffered any loss on account of the payment made by him.

6. The learned trial Judge held that the amount had been paid by defendant No.3 in good faith without notice of the prohibitory order served on the Mamlatdar Shri V.L. Kulkarni on instructions from the Special Recovery officer, Bagalkot, that it had not been proved that the plff had suffered any loss on account of the payment and that none of the defendants were liable.Consequently, he dismissed the suit.

7. Aggrieved by the above decision, the plff has come up in appeal.

8. As I have said above, this appeal is filed against the original defendants Nos. 2 and 3 only, the State being not made a party to this appeal.

9. The only point urged and arising for determination in the case is:-

(1) Whether any of the defendants Nos. 2 and 3 are liable for the suit claim ?

10) My finding is in the negative.

Reasons.

11. It is not disputed that as per directions of the special Recovery officer communicated by the letter Ex. 77, dated 20-2-1947, which has been pasted in the Revenue Deposit Register(Ex.76), the defendant No.3 has paid the amount of Rs 662-7-0 to the guardian of the minor judgment-debtors Nos. 4 and 5. As I have said above, there-

after on 15-7-1947 by his application Ex.70, the plff appears to have moved the Court to call for the amount. The whole correspondence that then ensued has not been placed on record. But we have the certified copy of the letter (Ex.97), dated 11-10-1948, by the Civil Judge,Junior Division, Muddebihal, to the Mamlatdar, Muddebihal, drawing his attention to the fact of the prohibitory order and that the amount in reference to which stay had been sent had not been sent in spite of 5 or 6 reminders.To that the Mamlatdar replied on 21-0-1948 that the amount had been paid.Now unfortunately the previous correspondence had not been placed on record and therefore it is difficult to say what reminder had been sent by the Civil Judge, junior Dn., Muddebihal, or whether any such reminder had been sent before the payment on 26-2-1947 to the guardian of defendants Nos. 4 and 5. We have then the letter (Ex.71) addressed by the Civil Judge,Jr.Dn., Muddebihal, to the Collector of Bijapur on 9-11-1948 to the effect that the Mamlatdar had not cared to send the amount inspite of several reminders and that a reply had been sent to his last reminder, dated 11-10-1948, to the effect that the amount had been paid, and requesting the Collector to take necessary action. Ex.72 is the reply of the Collector to the effect that the amount had been already paid on 26-2-1947 through mistake and that it might be recovered from the parties concerned. It appears that there was again another letter sent by the Civil Judge,Jr.Dn., Muddebihal, to the Collector to which a reply as per Ex.81 on 28-6-1949 was sent referring to the previous letter of 30-4-1949. Now the first thing to be noted regarding the case against deft No.2 is that he was not the Mamlatdar who received the prohibitory order.His predecessor had received the prohibitory order and had been transferred.There is nothing to show on record that the defendant No.2 was at all aware that a prohibitory order had been received, nor was he present in the office on the date the payment was made by defendant No.3 to the guardian of J.D.Nos. 4 and.5. Defendant No.3 himself has stated that defendant No.2 had gone with the Collector on tour on that day, that he (deft No.3) himself had full authority to disburse the amount on that

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day during the absence of the Mamlatdar, and that he has done so accordingly. I do not think therefore that it is possible to hold that defendant No.2 is in any way responsible for the wrong payment which has been made.The claim against him therefore has to be dismissed.

12. The next question is whether defendant No.3 is liable for the suit claim. Now defendant No.3 was the Treasury Head Clerk in the Muddebihal Taluka Office at the material time. It is not disputed that he was working in that capacity both when the prohibitory order had been received and when the payment was made. I have also pointed out above that he accepts full responsibility for the payment made. He has also admitted in his cross-examination that the prohibitory order had been received in the office on 3-1-1946 and that he had come to know of this order.His defence is that he was not aware on the day namely 26-2-1947 when the payment was made about the existence of the prohibitory order, nor was it brought to his notice, and that he has acted in good faith in making the payment. In his deposition he has explained the system followed in his office, with regard to Tapals prohibitory order etc. He has stated that the Mamlatdar's despatch clerk received the local Tapal and shows the important Tapal to the Mamlatdar.It is admitted that prohibitory order is an important correspondence. Defendant No.2 says that the prohibitory order is received from the Clerk by the Mamlatdar, that the Mamlatdar then gives the prohibitory order to the decree clerk working directly under the Mamlatdar who makes a note of the order in the work sheet Register and thereafter the decree clerk sends it to the Nagadi clerk whose duty it is to take a note ofthe prohibitory order in the revenue Deposit Kird.Defendant No.2 has stated that the prohibitory orders are affixed to the revenue Deposit Kird by the Nagadi Clerk.He says that it was the

duty of the Nagadi Clerk to bring to his notice the prohibitory order while the order for payment of the deposit amount was made. Now in this case the prohibitory order has not been affixed to the Revenue Deposit Kird(Ex.76), nor is there any note made against the deposit item with which we are concerned, about the receipt of the prohibitory order. Indeed it is stated by defendant No.2 that when the inquiry about this matter had been started and he was served with a notice in 1947 when he had been already transferred and was working in Bijapur, he made inquiries but could not trace the prohibitory order. Shri Parvatikar for the appellant has argued that since it was the practice in the Mamlatdar's office for the prohibitory order to be pasted to the Revenue Deposit Kird, it must be taken in regular course of business that this was done in this case and there has been some mischief subsequently in removing it. I am unable to agree. In the absence of any specific evidence on the point when there is nothing to show that in fact the probihitory order was passed by the Nagadi clerk in the Revenue Deposit Kird, I am unable to hold that at the time of the payment any such prohibitory order had been pasted to the Kird and it had come to the notice of defendant No.3 at that particular moment that there was a prohibitory order. One does not also find that against the deposit any entry is made about the prohibitory order under Order XXI rule 52, C.P.C. having been received, which is the usual practice followed in Civil Courts. In the absence of such evidence, it is difficult to say that after lapse of a such a long time, namely, more than a year after the prohibitory order had been received, defendant No.3 remembered at the time of making the payment against the particular deposit amount that there was a prohibitory order.Shri Parvatikar then draws my attention to the fact that defendant No.3 has admitted that on 26-1-1946 he had inspected the Register and argued that since the prohibitory order had been received on 3-1-1946 it must have been fresh in his mind then and therefore he must have remembered about it. But it might be that on

26-1-1946 also defendant No.3 did not particularly mark that the prohibitory order had not been pasted.He says in his evidence that he did not mark on that day namely 26-1-1946 that the prohibitory order had been received. Undoubtedly there has been a very serious dereliction of duty on the part of some one which has resulted in the payment being made contrary to the prohibitory order of the Court, an action which cannot too severely be condemned. But on the evidence on record, I am not prepared to say that it has been established satisfacto--rity that either defendant No.2 or defendant No.3 had deliberately disobeyed the order of the Civil Court.It is a mystery as to how the prohibitory order which, as the copy of it at Ex.68 shows, was received by the Mamlatdar Shri V.L.Kulkarni has disappeared and how there was such gross carelessness as not to see that the prohibitory order was pasted in the revenue Deposit Ki Kird and a note of it made against the deposit.It is quite obvious that it is essential that apart from the pasting of the order, a note should be made in the remakrs column against the item of deposit so that at the time of any payment out of the deposit it comes to the notice of the disbursing officer that there is a prohibitory order with regard to that item.Although I am unable to hold that defendant No.3 is liable in this case in the absence of any specific evidence that there was anything in the revenue Deposit Kird which draws his attention to the prohibitory order, one cannot be happy for the sorry state of things which has resulted. But this is more a matter for departmental inquiry.Mr. Angadi, theGovernment Pleader, who appears for respondents Nos. 1 and 2, assures me that the Government is also taking a serious view of the matter, that inquiry had been made before this suit was instituted, but it had not been possible to fasten the guilty on any particular

individual in the Department, and Government thinks of proceeding further with the inquiry after the litigation pending in the Civil Court is over. I hope steps will be taken to see that such things are not repeated again and persons responsible are punished.

13. In the above view of the matter, it is not necessary to discuss the further point raised by Shri Angadi for the respondents that this is a suit in the nature of damages and since the plff has not shown that loss has resulted to him in spite of his having done every thing to prevent the damages, he is not entitled to claim damages from defendants Nos. 2 and 3. It appears to me that in view of the fact that although in the Darkhast (Ex.73), the plff had also sought for warrant under Order XXI rule 43,C.P.C. against Judgment-debtors Nos. 2 and 3, but has taken no steps to proceed against them, this argument is not without force.

14. However, as I have held above on other grounds, defendants Nos. 2 and 3 are not liable on other grounds, it is not necessary to pursue this point further.

15. The result is the appeal fails and has to be dismissed. Having regard to the peculiar circumstances of this case, the proper order in my opinion would be that the parties should bear their own costs in this appeal.

16. Order.

The Appeal dismissed. Parties to bear their own costs.

29th March 1955.

Sd.S.K.Joshi.

Assistant Judge.

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1544—8,000—3-54—N*

Civ. A 42 k.

ಅಪೀಲಿನೊಳಗಿನ
ಹುಕುಮುನಾಮೆಯು
(ಆರ್ಡರ ೪೧, ರೂ. ೩೫).

(ಫಾರ್ಮ ನಂಬರು ೯,
ಪರಿಶಿಷ್ಟ ಗ, ಶಿಡ್ಯೂಲ ೧),

ಹುಕುಮನಾಮೆಯು.

ಧಾರವಾಡ ಇಲ್ಲಿಯ ಅಡಿಷನಲ್ ಜಜ್ಜ ಕೋರ್ಟಿನಲ್ಲಿ.

ಮುಕ್ಕಾಮು ಧಾರವಾಡ ಇಲ್ಲಿ ನಿ॥

ಕೆ॥ ಅಪೀಲ ಮೊಕದಮೆ ನಂಬರು ೨ ಸನ್ ೧೯೫೪ನೇ ಸೈಕಿ.

(೧) ಸಿ ಬಸಪ್ಪ ತಂದೆ ಕರಿಯಪ್ಪ ಬೆಂಡಿಗೇರಿ ಮುಸಲಿಗರ
ಕಾಮಕೋಟಿ ಸಾದರ ನೇಕಾರ ವ್ಯಾಪಾರ ಮತ್ತು ವ್ಯವಸಾಯ
ಮಾಡುವವನು ನಿವಾಸ ಧಾರವಾಡ. } ಅಪೀಲೆಂಟ (ಮೊದಲನೇ ವಾದಿ)

ವಿರುದ್ಧ

(೧) ಅಪ್ಪಣ್ಣ ತಂದೆ ಬಿಡಪ್ಪ ನಾಯಕ ಮತ್ತು ಇತರರು
ವ್ಯವಸಾಯ, ವ್ಯಾಪಾರ
(೨) ಮನಬಾಳಿ ತಂದೆ ಕೇಶವರಾವ ಕುಲಕರ್ಣಿ ಸೇನ
ಕುಲಕರ್ಣಿ ಆಗಿ ಬರುವರು. } ರಿಸ್ಪಾಂಡೆಂಟ (ಮೊದಲನೇ ಪ್ರತಿವಾದಿ).

ಧಾರವಾಡ ಇಲ್ಲಿಯ ~~ಸೀನಿಯರ್ ಸಬ್-ಜಜ್ಜ ಕೋರ್ಟಿನ~~ ಸನ್ ೧೯೫೩ನೇ
ಇಸವಿಯ ನಂಬರು ೨೦೨ನೇದರಲ್ಲಿ ತಾರೀಖು ೨೫ನೇ ಮೇ ತಿಂಗಳ ಸನ್ ೧೯೫೩ನೇ
ಇಸವಿಯ ಹುಕುಮು ನಾಕೊಟ್ಟಿರುವ ಮೇಲೆ ಸದರೀ ಅಪೀಲು ದಾಖಲ ಮಾಡೋಣದರಲ್ಲಿ ಬಂದಿರುತ್ತದೆ.

ಮೇಲೆ ಹೇಳಿದ ಅಪೆಲ್ಲಂಟ ಸಾಚನು ಇವನು
ತಾರೀಖಿನ ಹುಕುಮು ನಾಕೊಟ್ಟಿರುವ ಮೇಲೆ ಧಾರವಾಡ ಇಲ್ಲಿಯ
ಅಡಿಷನಲ್ ಜಜ್ಜ ಕೋರ್ಟಿಗೆ ಅಪೀಲು ಮಾಡಿರುತ್ತಾನೆ.

ಈ ಅಪೀಲು ಸನ್ ೧೯೫೪ ಮಾರ್ಚ ತಿಂಗಳಿನ ೨೯ ತಾರೀಖಿನ ದಿವಸ ಅಡಿ ಸಿ. ಕುಲಕರ್ಣಿ
ಅಡ್ವೊಕೇಟ ಇವರು ಮುಂದೆ, ಅಪೀಲೆಂಟನ ತರ್ಫಿನಿಂದ ಅಡಿ. V.P. ಪಾಟೀಲ ಇವರ ಸಮಕ್ಷದಲ್ಲಿಯೂ ನಾನು
ರಿಸ್ಪಾಂಡೆಂಟನ ತರ್ಫಿನಿಂದ ಅಡಿ A.S. ಅಂಬಿ, ಎಸ್ ಕುಲಕರ್ಣಿ ಇವರ ಸಮಕ್ಷದಲ್ಲಿಯೂ

ಸುನಾವಣಿಯ ಬಗ್ಗೆ ಬಂದಿದ್ದರ ಮೇಲಿಂದ ಹೀಗೆ ಹುಕುಮು ಮಾಡುವದರಲ್ಲಿ ಬರುತ್ತದಲ್ಲ—

ಅಪೀಲು ರದ್ದು ಮಾಡಿ. ವಿಷ್ಣು ತಾರಕರು ಅವರಿಗೆ
ಖರ್ಚು ಅಪೀಲು ನಾಕಿವಿ ಕೊಡಬೇಕು.

ಈ ಕೆಳಗೆ ವಿವರಿಸಿದಂತೆ ಈ ಅಪೀಲಿಗೆ ಆದ ವೆಚ್ಚವನ್ನು ಅಂದರೆ, ಒಟ್ಟಿಗೆ

ರೂಪಾಯಿಗಳನ್ನು

ಕೊಡಬೇಕು : ಮತ್ತು ಮೂಲದಾವೆಯ ವೆಚ್ಚವನ್ನು

ಕೊಡಬೇಕು.

ಅಪೀಲಿನ ವೆಚ್ಚವು

ಅಪೀಲಂಟ.	ರಕಮು.			ರಿಸ್ಪಾಂಡೆಂಟ.	ರಕಮು.		
	ರೂ.	ಆ.	ಪೈ.		ರೂ.	ಆ.	ಪೈ.
೧. ಅಪೀಲಿನ ಯಾದಿಯ ಬಗ್ಗೆ ಸ್ಟಾಂಪು.	೪೮			೧. ಅಧಿಕಾರ ಪತ್ರದ ಬಗ್ಗೆ ಸ್ಟಾಂಪು.			
೨ ಅಧಿಕಾರ ಪತ್ರದ ಬಗ್ಗೆ ಸದರ ...				೨. ಅರ್ಜಿಯ ಬಗ್ಗೆ ಸದರ			
೩. ದಾಖಲಾದ ಕಾಗದಗಳ ಬಗ್ಗೆ ಸದರ.	೧೫			೩. ದಾಖಲಾದ ಕಾಗದಗಳ ಬಗ್ಗೆ ಸದರ			
೪. ಪ್ರೊಸೆಸ್ಸುಗಳ ಬಜಾವಣಿ	೩	೧೨		೪. ಪ್ರೊಸೆಸ್ಸುಗಳ ಬಜಾವಣಿ			
೫. ರೂಪಾಯಿಗಳ ಮೇಲೆ ವಕೀಲನ ಫೀ ..	೩೬			೫. ರೂಪಾಯಿಗಳ ಮೇಲೆ. ವಕೀಲನ ಫೀ	೩೬		
೬. ನಕಲುಗಳ ಬಗ್ಗೆ ಫೀ ...	೧೧	೧೦		೬. ನಕಲುಗಳ ಬಗ್ಗೆ ಫೀ ..			
೭. ಉಲಟ ಹರಕತಿಯ ಮೇಲೆ ವಕೀಲನ ಫೀ ...	೧೩			೭. ಉಲಟ ಹರಕತ ಆರ್ಜಿಗೆ ಸ್ಟಾಂಪು ...			
(೮) ಕಲಂ ೫೦೫ ಅಡಿಯ ಬಗ್ಗೆ.				೮. ಉಲಟ ಹರಕತಿಯ ಮೇಲೆ .... ವಕೀಲನ ಫೀ			
ಒಟ್ಟು	೧೩೬	೧೪		ಒಟ್ಟು ...	೩೬		

ಈ ಹೊತ್ತು ತಾರೀಖು ೨೮ ತಿಂಗಳು ಮಾರ್ಚ ಸನ್ ೧೯೫೫ನೇ ಇಸವಿಯ ದಿನ ನಮ್ಮ ಸಹಿ ಮಾಡಿ ಮತ್ತು ಕೋರ್ಟಿನ ಮೊಹರು ಮಾಡಿ ಕೊಡಲ್ಪಟ್ಟಿತು.

ತಪಾಸು ಮಾಡಿ ನೋಡಿತು ಸಮನಾಗಿ ಅದೆ.

Sd/- R.A. Kulkarni.
ಕಾರಕೂನ.

Sd/- S.N. Joshi
ಜಜ್ಜ.
31-3-55.

Sd/- V.P. Parvatikar
ಅಪೀಲಂಟ ವಕೀಲ.

Sd/- A.L. Angadi.
ರಿಸ್ಪಾಂಡೆಂಟ ವಕೀಲ.

[ಈ ಮೊಕದಮೆಯಲ್ಲಿಯ ಪಕ್ಷಕಾರರಿಗೆ ಹೀಗೆ ಸೂಚನೆ ಕೊಡುವದರಲ್ಲಿ ಬರುತ್ತದಲ್ಲ ಅವರು ತಾವು ಹಾಜರ ಮಾಡಿದ ಯಾವದಾದರೂ ದಸ್ತೈವಜುಗಳನ್ನು ಅವರು (ತಿರುಗಿ) ತೆಗೆದುಕೊಂಡು ಹೋಗದಿದ್ದರೆ ಆ ದಸ್ತೈವಜುಗಳು ಅಪೀಲು ಮಾಡಿದ್ದರೆ, ಆ ಅಪೀಲು ನಿಕಾಲೆಯಾದ ಮೇಲೆ, ನಾಶ ಮಾಡುವದಕ್ಕೆ ಪಾತ್ರ ವಾಗುವವು ಅಂದರೆ ಅವು ನಾಶಮಾಡುವದರಲ್ಲಿ ಬರುವವು].